

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-12-026				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-OSWER-12-00503	
5. ISSUED BY CODE		SRRPOD		6. ADMINISTERED BY (If other than Item 5) CODE		SRRPOD	
SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460				SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460			
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) DYNAMAC CORPORATION 1901 RESEARCH BLVD. SUITE 220 ROCKVILLE MD 208503268				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 053381612		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		OTHER		12. PAYMENT WILL BE MADE BY CODE		RTP FMC	
OTHER				RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$500,000.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Elaine M. Scott			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

DYNAMAC CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 053381612</p> <p>This action awards Dynamac Corporation a fixed rated indefinite delivery - indefinite quantity contract for a possible period of performance of five years (2 year Base Period and three (3) one (1) year Option Periods beginning July 21 ,2012 through July 20, 2017. In accordance with FAR 52.232-22 - LIMITATION OF FUNDS, this contract shall be incrementally funded. Currently, the contract ceiling is \$500,000.00. Contractor shall not exceed contract ceiling or do so at its own risk. All other terms and conditions remain unchanged.</p> <p>Max Expire Date: 07/20/2017</p> <p>Delivery: 07/12/2012</p> <p>Accounting Info:</p> <p>12-T-D3D-303D72XPC-2505-HQ00BM00-12D3D51010-001</p> <p>BFY: 12 Fund: T Budget Org: D3D Program (PRC): 303D72XPC Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 12D3D51010-001</p> <p>FOB: Destination</p> <p>Period of Performance: 07/21/2012 to 07/20/2017</p> <p>Funding for DATS II contract; follow on contract to DATS Contract</p> <p>No. EP-W-06-089.</p> <p>Obligated Amount: \$500,000.00</p> <p>The obligated amount of award: \$500,000.00. The total for this award is shown in box 15G.</p>				

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Section B - Supplies or Services/Prices

B.1 TYPE OF CONTRACT

The Government contemplates award of a Fixed-Rate/Indefinite Delivery Indefinite Quantity (IDIQ)/Award Term type contract resulting from this solicitation. This solicitation is a competitive total small business set-aside. The contract will have a two (2) year base, and three (3), one (1) year award terms.

B.2 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT(EPAAR 1552.216-73)(APR 1984)

The following fixed rates for labor are inclusive of all indirect costs and profit, and shall apply for the duration of the applicable contract year:

LABOR CATEGORY		Base Year 1 Fixed Rate	Base Year 2 Fixed Rate	Award Term 1 Year 3 Fixed Rate	Award Term 2 Year 4 Fixed Rate	Award Term 3 Year 5 Fixed Rate
CLIN 1001a	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
CLIN 1001b						
CLIN 1001c						
CLIN 1001d						
CLIN 1001e						
CLIN 1001f						
CLIN 1001g						
CLIN 1001h						
CLIN 1001i						
CLIN 1001j						
CLIN 1001k						
CLIN 1001l						
CLIN 1001m						
Travel Ceilings						
Specialized Labor/Subcontracts, Equipment, Misc. ODCs, etc Ceilings						

The Contractor shall voucher for only the time of the personnel whose services are

applied directly to the work called for in individual Task Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task orders.

TOTAL ESTIMATED CONTRACT AMOUNT: \$ 20,408,315.00

B. 3 PAYMENT OF ALLOWABLE COSTS

Contractor shall pay their subcontractors in accordance with the Section G clause entitled, "Payments—Fixed-Rate Services Contract" (EPAAR 1552.232-73). The Contractor must be able to substantiate through its accounting system that costs billed were actually incurred.

*NOTE: The term "cost" is defined as allowable amounts for fixed rate services in accordance with the terms and conditions of the contract as modified, and those items defined under the COST REIMBURSEMENT clause.

B.4 COST REIMBURSEMENT PORTION - OTHER DIRECT COSTS

The cost reimbursement portion of the contract consists of other direct costs, such as specialized labor, equipment, travel, and subcontracts. All costs that do not come within these limited categories are considered to be part of the fixed rate portion of the contract. The cost reimbursement portion of the contract will be funded on an as-needed basis. The contractor will only be reimbursed for actual costs incurred that are required to accomplish the tasks outlined in the Performance Work Statement. These costs will be treated in accordance with the Section I clause entitled, "Allowable Cost and Payment (FAR 52.216-7)." Such costs shall be charged in accordance with the Contractor's established and accepted accounting practices. The Government will compensate the contractor for incurred costs that are determined to be reasonable, allowable and allocable.

If a contractor normally applies an indirect charge (overhead or General & Administration) to ODCs, this normal charge (expressed as a percentage) must be included in the contractor's proposal. If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the contractor's accounting system, these costs should not be included as a direct cost. Profit or fee shall not be included on ODCs. Complete explanation of this adjustment and the contractor's practice should be provided. This indirect charge is subject to full review by the EPA and must conform to the cost principles in FAR Part 31.

The following amounts are estimated ceiling amounts under this contract. These amounts shall not be exceeded without the prior written approval of the CO.

<u>Description</u>	<u>Ceiling Amounts</u>
Travel	
CLIN 1003a Year 1	(b)(4)
CLIN 2003a Year 2	
CLIN 3003a Year 3	
CLIN 4003a Year 4	
CLIN 5003a Year 5	
TOTAL	(b)(4)

<u>Description</u>	<u>Ceiling Amounts</u>
Specialized Labor/Subcontracts, Equipment, Misc. ODCs, etc	
CLIN 1004b Year 1	(b)(4)
CLIN 2004b Year 2	
CLIN 3004b Year 3	
CLIN 4004b Year 4	
CLIN 5004b Year 5	
TOTAL	(b)(4)

TOTAL ODCS CEILING

(b)(4)

A. TRAVEL

The amount specified in the schedule for travel is an estimate only. The estimated amount for travel may be greater or less than the amount specified as long as the maximum contract ceiling amount/total estimated contract amount is not exceeded. Travel costs will be subject to the restrictions found in FAR 31.205-46.

1. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, such travel is considered work time for which reimbursement by the Government shall be made at appropriate straight time rates. Reimbursement for travel time shall not be made

by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in actual miles.

2. For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

3. Except as explicitly set forth below, the contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the contractor's employees.

4. Consistent with the expected duration of the site, the contractor shall ensure to the maximum extent practicable that lodging is secured on "other than a daily rate basis" so that maximum quantity and term discounts are achieved.

Further, on long-term sites, to the maximum extent practicable, the contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with duration of greater than sixty calendar days. When this is accomplished, subsistence will be reduced to a percentage of the contractor's standard policy for reimbursement for meals and incidental expenses. The contractor shall submit a proposed rate/percentage to the CO when this long-term situation is initiated. Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

B. EQUIPMENT AND SPECIALIZED LABOR

The ODC category in the schedule is intended for those costs not specified elsewhere in the schedule, such as Equipment and Specialized Labor. Costs for Equipment and Specialized Labor are separate and distinct from the fixed labor rates. Allowable and allocable direct and indirect costs for Equipment and Specialized Labor which have been authorized by the Contracting Officer in a Task Order and specified in a Technical Direction may be paid on a cost reimbursement basis. Costs for Equipment and Specialized Labor will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)" and shall be charged in accordance with the contractor's established and accepted accounting practices.

As appropriate, a ceiling shall be established in a Task Order for Equipment and Specialized Labor for current contract year and/or Task Order period of performance. Cumulative costs for Equipment and Specialized Labor for the prime contractor and all team subcontractors in excess of the amounts established in the Task Order are not allowable as a charge to this contract without the prior written approval of the Contracting Officer.

Specialized Labor includes but is not limited to the following professional specialists likely not needed for day to day operations:

- Structural Engineers

- Compressed Gas Cylinder Expert
- Ordinance Specialist
- Construction Inspection
- Professional Engineer
- Process Engineer/Specialist
- Ecological Risk Professional
- Design Engineer
- Chemical Engineer
- Analytical Data Validators

B.5 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of **\$250,000.00**. The amount of all orders shall not exceed **\$20,408,315.00**

B.6 LIMITATION OF GOVERNMENT'S OBLIGATIONS UNDER TASK ORDERS

(a) Regardless of the type of Task Order issued (i.e. fixed price or fixed rate), the individual Task Order may be incrementally funded.

(b) Under each Task Order, the contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The contractor will not be obligated to continue work under a Task Order beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount obligated on a fixed price Task Order except for reimbursement of termination settlement costs as provided for under paragraph (g) (3) of the contract clause entitled "Termination for Convenience of the Government(Fixed- Price)(Sep 1996)".

(c) The contractor will notify the Contracting Officer and Project Officer, in writing, at least 30 calendar days prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including if applicable any costs for termination for convenience, will approximate 85% of the total amount then funded on the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order up to the next scheduled date for incremental funding in the task order, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause.. If, after such notification, the Contracting Officer does not issue a Task Order modification obligating additional funds by the date identified in the contractor's notification, or by an agreed substitute date, the contractor will stop work under the Task Order for which additional funds have not been obligated. Absent this task order modification, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount funded for the TO

under this clause except for reimbursement of termination settlement costs as set forth in paragraph (b) above.

(d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds and to the new estimated period of task order performance. The task order will be modified accordingly.

(e) If, solely by reason of failure of the Government to obligate additional funds by the dates indicated in a fixed price TO, in amounts sufficient for timely performance of the task order requirements, the contractor incurs additional costs or is delayed in the performance of the work under the task order and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination, obligate additional funds for the performance of the TO.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and obligation of funds for a TO. This clause no longer applies once the TO is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

(i) A schedule will be established under each TO as to when the Government anticipates obligating additional funding and the period through which that the Government estimates this funding will cover the contractor's performance.

Section C - Description/Specifications/Work Statement

C.1 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated database for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. task order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A-Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications

services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>).

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260-5797

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Task orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**C. 3 PERFORMANCE WORK STATEMENT/SPECIFICATIONS (EP 52.210-100)
(APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the performance work statement/specifications included in Attachment 1 "Performance Work Statement". Work will be ordered against the subject performance work statement/specifications through Contracting Officer issuance of task orders.

Section D - Packaging and Marking

[For this Solicitation, there are NO clauses in this section]

Section E - Inspection and Acceptance

E.1 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR. (FAR 52.246-6) (MAY 2001)

(a) Definitions. As used in this clause--

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractor to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to -

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4(<http://www.epa.gov/quality/exmural.html>) is tailored as follows:

The solicitation and contract require the contractor/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The contractor must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

<u>Documentation</u>	<u>Specifications</u>
[X] Quality Management Plan	EPA Requirements for Quality Plans (QA/R-2) [dated 03/20/01]
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 3/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 3/20/01]
[] Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Further instructions can be found in Attachment 4 - "Quality Assurance Project Plan". The contractor shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative within the time frames identified below:

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[X] Quality Management Plan	EPA Requirements for Award of Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of Contract
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 3/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 3/20/02]	Award of Contract
[x] Quality Assurance Project Plan for the Contract	EPA Requirements for Award of Quality Assurance Project Plans (QA/R-5) [dated 3/20/01]	Award of Contract
[] Programmatic Quality Assurance Project Plan for the entire Program	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 3/20/01]	Award of Contract
[x] Quality Assurance Project Plan for each applicable project	EPA Requirements for Award of Quality Assurance Project Plans (QA/R-5) [dated 3/20/01]	Issuance of Statement of work for the project
[] Project-specific Supplement to Programmatic Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 3/20/01]	Issuance of Statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, The contractor shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer (PO): **Natalie Koch**, and/or Alternate PO: **Paul Kudaraskus**, Task Order PO and/or other designated Contracting Officer Representatives (CORs) as specified in each Task Order (TO) are authorized representatives of the Contracting Officer.

(c) Inspection and acceptance will be performed as specified in each TO.

Section F - Deliveries or Performance

F.1 PERIOD OF PERFORMANCE (FAR 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of award through the potential sixty (60) months inclusive of the award terms. The effective period of performance is exclusive of all required reports.

Base Year 1	(Date of signature thru -12 months)
Base Year 2	(13-24 months)
Award Term 1	(25-36 months)
Award Term 2	(37-48 months)
Award Term 3	(49-60 months)

F.2 STOP-WORK ORDER. (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after

the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) – ALTERNATE I

The Contractor shall prepare and deliver the below listed reports, including plans, evaluations, studies, analyses and manuals to the designated addressees. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003. Required reports are:

Reports of Work

The contractor shall provide monthly progress reports depicting all activities performed during the invoiced period, activities planned for the next month and a financial statement depicting current month's expenditures, cumulative expenditures and budget. The Performance Work Statement (PWS) Task VIII "Deliverables", incorporates a Monthly Progress Report requirement designed to gather the contract level progress report information and other information tailored to meet the Project Officer (PO), Contracting Officer (CO) and Task Order Managers reporting needs. The Monthly Progress Report shall report on the progress made, including the percentage of the project completed during the reporting period and a description of the work accomplished to support the cost. If the work is ordered using Task Orders (TO), include the estimate of task completed during the reporting period for each TO. The contractor shall provide a list of outstanding actions awaiting CO authorization, noted with the corresponding Task Order, such as subcontractor/consultant consents, overtime approvals, and work plan approvals. The report shall specify financial status at the contract level. The report shall specify financial status at the Task Order level.

The contractor shall deliver the report to the Project Officer and Contracting Officer in PDF format via email by the 15th day of the subsequent month.

The following are examples of topics to be included, but not limited to:

- Significant Accomplishments
- Costs with breakdown into subprojects based on funding streams
- Contract Administration Issues/Actions Awaiting CO Authorization
- Problems Encountered
- Activities Common to Task Orders and Activities that are Task Order Specific
- Summary Financial Report
- Total Cost utilization
- Contract Summary
- Chart of Cumulative Costs
- Contract Labor Summary
- Other (e.g., Buy-in Activity)

Other Reports

Additional reporting may be required and a detailed description of routine required reports will be identified within individual task orders. These reports include but are not limited to the following:

- Bi-Weekly Progress Updates
- Decontamination Technology Research Reports
- Preliminary and Final Data Analyses Reports
- Technology Review and Assessment Reports
- Preparedness and Response Plans
- Concept of Operations Plans
- Data Summaries
- Risk Analyses and Communications Plans
- Engineering Reports, Drawings, Surveys and Maps
- Cost Analyses Documents
- Technical Bulletins and/or Pamphlets
- Public Communication Bulletins and/or Pamphlets

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

NOTICE: ALL REPORTS ARE SUBJECT TO CHANGE BY THE EPA PO AND/OR EPA TASK ORDER MANAGER - EITHER BY STREAMLINING, ELIMINATION AND/OR GENERATION OF NEW REPORTS.

F.5 ELECTRONIC SUBMISSION OF DELIVERABLES

The contractor shall follow this clause as the standard for submitting the Task Order, Technical Direction Document deliverables and Task Order close-out deliverables. The administrative and technical deliverables shall be submitted separately in electronic format and will be packaged in accordance with standard commercial practice for Automated Data Processing (ADP) software.

The electronic packages shall be labeled to indicate the following information:

- 1) Name of Deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Tasking Document Number
- 5) Date Written
- 6) Indication of Draft or Final Version
- 7) Sequential Number of Electronic Package

(b) For each deliverable, data shall be separated by category and submitted on electronic packages compatible with the following categories:

Data Category Required Applications

- 1) Narratives Microsoft Word or PDF
- 2) Spreadsheets Microsoft Excel
- 3) Data Management Lotus Approach
- 4) E-mail/Groupware Lotus Notes
- 5) Graphics Microsoft PowerPoint

(c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by EPA at the time of submission or as directed by the Contracting Officer. The electronic files shall be appropriately labeled with file extensions identifying the software.

(d) The internet does not provide for secure data transmission via e-mail. The contractor shall use an encryption system, such as provided in Lotus Notes or compatible system, to transmit sensitive information to the government.

(e) Contractor may be required to submit deliverables in accordance with standard applications or non-standard applications as directed by the contracting officer in accordance with paragraph "c" above.

F.6 STOP WORK ORDER FOR INDIVIDUAL TASK ORDERS

(a) A Contracting Officer (CO) may, at any time, by written order to the contractor, require the contractor to stop all, or any part of the work called for by any task order

issued under this contract for a period not to exceed fourteen (14) calendar days after the receipt of the order by the contractor. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such Stop Work Order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(b) When the Stop Work Order period expires or is canceled by the CO, the contractor shall resume work. An equitable adjustment will be made in the task order period of performance or task order price, or both, and in any other provisions of the task order that may be affected, and the task order will be modified in writing accordingly, if:

(i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, performance of any part of this contract and

(ii) the contractor asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of work stoppage provided that, if the CO decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to the final payment under this contract.

(c) If a Stop Work Order is not cancelled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

(d) If a Stop Work Order is not cancelled and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(e) If it is determined necessary to extend the period covered by the stop work order, such extension shall be made by written modification to the Task Order, and shall be mutually agreed to by the contractor and the CO.

Section G -- Contract Administration Data

G.1 CONTRACT ADMINISTRATION REPRESENTATIVES (FAR 52.242-100)

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Natalie Koch, Project Officer
U.S. Environmental Protection Agency
National Decontamination Team
26 W. Martin Luther King Dr. (MS ERL)
Cincinnati, OH 45268
Phone: (513)-487-2422
Email: Koch.Natalie@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Elaine Scott, Contracting Officer
U.S. Environmental Protection Agency
Office of Acquisition Management (OAM)
1200 Pennsylvania Ave., NW
Mail Code 3805R
Washington, DC 20460
Phone: (202)564-4478
Email: Scott.Elaine@epa.gov

Percy Jones, Contract Specialist
U.S. Environmental Protection Agency
Office of Acquisition Management (OAM)
1200 Pennsylvania Ave., NW
Mail Code 3805R
Washington, DC 20460
Phone: (202)564-7647
Email: Jones.Percy@epa.gov

G.2 ORDERING-BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

- (a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or any agency prescribed form, from date of award through 60 months. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

(a)(i) Warranted On-Scene Coordinator

- (b) A Standard Form 30 will be the method of amending task orders.
- (c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.
- (d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.
- (e) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.
- (f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) – ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block [] on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, “Public Voucher for Purchases and Services other than Personal-Continuation Sheet”, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract

financing payment in accordance with the invoice preparation instructions (ATTACHMENT 2) identified as a separate attachment in Section J of the contract. If contract work is authorized by individual task orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each task order and for the contract total, as well as any supporting data for each task order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 PAYMENTS-FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this contract.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts. (1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the

end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with paragraph (b)(3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer Notification. For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all task orders issued exceed 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in

the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee,

that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: Environmental Protection Agency, Chief, Cost Policy and Rate Negotiation Branch (3804F), Cost Advisory and Financial Analysis Division, Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost center	(b)(4)
--------------------	--------

Period	Year 1-5 (Base and Award Term)
Rate	(b)(4)
Base	

Cost center	(b)(4)
--------------------	--------

Period	Year 1-5 (Base and Award Term)
Rate	(b)(4)
Base	

Cost center (b)(4)

Period Year 1-5 (Base and Award Term)

Rate (b)(4)
Base

Cost center (b)(4)

Period Year 1-5 (Base and Award Term)

Rate (b)(4)
Base

Cost center (b)(4)

Period Year 1-5 (Base and Award Term)

Rate (b)(4)
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost center (b)(4)

Period Year 1-5 (Base and Award Term)

Rate (b)(4)
Base

Cost center (b)(4)

Period Year 1-5 (Base and Award Term)

Rate (b)(4)
Base

Cost center (b)(4)

Period Year 1-5 (Base and Award Term)

Rate (b)(4)
Base

Cost center	(b)(4)
--------------------	--------

Period	Year 1-5 (Base and Award Term)
---------------	---------------------------------------

Rate	(b)(4)
Base	

Cost center	(b)(4)
--------------------	--------

Period	Year 1-5 (Base and Award Term)
---------------	---------------------------------------

Rate	(b)(4)
Base	

G.6 GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property

management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property.

The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the

property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property.

The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property.

EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If

there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: Contract Property Coordinator (CPC)

One copy: Contracting Officer (CO)

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property.

The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The

contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination.

In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout.

The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

N/A

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if

that system total is \$25,000 or more.

G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated:

G.8 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned _Project Officer_. The Contracting Officer will provide written notice to the Contractor of the decision. Consent is given to issue the following subcontracts:

(b)(4)

G.9 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (Sep 1994)

The property administrator for this contract is Defense Contract Management Agency (DCMA)

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.10 SITE SPECIFIC INVOICING INSTRUCTIONS

The monthly and annual general requirements for site specific invoicing are contained in Attachment # 3, SITE SPECIFIC INVOICING INSTRUCTIONS SF1034/10

Section H - Special Contract Requirements

H.1 AUDIT AND RECORDS- NEGOTIATION (FAR 52.215-2) (OCT 2010)

AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

-(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to-

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General. (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

- (2) This paragraph may not be construed to require the Contractor or

subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition -

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

H.2 ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16) (JUN 1987)

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(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data - General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data - General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data - General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

H.3 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (EPAAR 1552.203-71)(AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.4 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5.

The contractor shall be evaluated based on the following ratings: 0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories: Quality, Cost Control, Timeliness of Performance, Business Relations, Compliance with Labor Standards, Compliance with Safety Standards, and Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the

disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.5 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output

or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Task order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) Prohibition. (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements. (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities. (1) The prohibitions contained in paragraph

(b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, the contractor must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, the contractor must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, the contractor must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(e) Violations. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.7 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two

dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.8 TASK ORDER CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.211-74)

If specified in the Task Order the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO,

have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the Task Order, the contractor shall comply with clause entitled "COI Notification" clause.

H.9 AWARD TERM INCENTIVE (EPAAR 1552.216-77) (FEB 2008)

(a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the Clause entitled "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the "Award Term Availability of Funds" clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The Contracting Officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.

(b) Period of Performance. Provided the contractor has achieved the performance measures, e.g., acceptable quality levels, set forth in the clause "Award Term Incentive Plan," the Contracting Officer may extend the contract by exercising **three (3)** additional award term incentive period(s) of **twelve (12)** months each. The total maximum period of performance under this contract, if the Government exercises any option periods and all award term incentive periods is **sixty (60) months or 5 years**.

Initial Period of Performance	Months 1-24
Award Term I	Months 25-36
Award Term II	Months 37-48
Award Term III	Months 49-60

(c) Right not to grant or cancel the award term incentive. (1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if--

(i) The Contracting Officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the Contracting Officer to consider initiating the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period; or

(iii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

(iv) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.

(2) When an award term incentive period is not granted or cancelled, any--

(i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) Award term incentive administration. The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

(f) Review process. The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

H.10 AWARD TERM INCENTIVE PLAN (EPAAR 1552.216-78)(Alt I) (FEB 2008)

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) At the conclusion of each contract year, an average contract rating shall be determined by using the numerical ratings entered into the Contractor Performance Assessment Reporting System (CPARS) for this contract. The CPARS is an interactive database located on the Internet which EPA uses to record contractor performance evaluations.

(c) The contract year average rating shall be obtained by dividing the combined ratings by the number of ratings, for example.

Criteria	Rating
Technical (Quality of Product)	3.0
Cost Control	3.0
Management Responsiveness	3.0
	9 (combined rating).
	/ 3 (number of ratings).
	= 3.0 contract year average rating.

(d) The contractor shall be evaluated for performance from the start of the contract through year five (5) for each twelve (12) month period as shown under this section. Based on the average evaluation of each of the three (3) periods the offeror shall be eligible for the following award term periods:

Evaluation Periods

Award Term Incentive Periods

Months 1-12:

Award Term Incentive Period 1 to be determined 90 calendar days after the end of the evaluation period months 1-12.

Months 13-24:

Award Term Incentive Period 2 to be determined 90 calendar days after the end of the evaluation period months 13-24.

Months 25-36:

Award Term Incentive Period 3 to be determined 90 calendar days after

the end of the evaluation period
months 25-36.

(e) If the contractor receives an average evaluation score of 3.0 for the First Evaluation **Period Months 1-12**, then the offeror may receive one (1) twelve (12) month award term period to commence after month twenty-four (24) of the contract.

If the contractor receives an average evaluation score of 3.0 for the Second Evaluation **Period Months 13-24**, then the offeror may receive one (1) twelve (12) month award term period to commence after the initial award term period ending after month thirty-six (36) of the contract.

If the contractor receives an average evaluation score of 3.0 for the Third Evaluation **Period Months -25-36**, then the offeror may receive one (1) twelve (12) month award term period to commence after the second award term period ending after month forty-eight (48) of the contract.

H.11 PROJECT EMPLOYEE CONFIDENTIALITY (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA

Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALLY (EPPAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the

public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the

Contracting Officer all copies of the information, and any abstracts or excerpts there from, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

H.14 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70)(OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the

extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.15 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE (EPPAR 1552.235-77)(DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected

business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

H.16 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

- (1) The Contractor and Contractor's employees shall follow the security

procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 1200 Pennsylvania Ave., NW., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA

OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide,

Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both pre-award and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

**H.18 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION.
(EPAAR 1552.235-80) (OCT 2000)**

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

**H.19 CONTRACT PUBLICATION REVIEW PROCEDURES
(EPAAR 1552.237-70) (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 10 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer Notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to

(Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.20 TECHNICAL DIRECTION. (EPAAR 1552.237-71) (AUG 2009)

(a) Definitions.

"Contracting Officer Technical Representative (COTR)," means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, task order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions

of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the “Changes” clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the “Changes” clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the

provisions of the clause entitled “Disputes” in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign the following key personnel to this contract:

<u>Labor Category</u>	<u>Name</u>
(b)(4)	(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.22 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.23 PAPERWORK REDUCTION (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

H.24 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act

and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within [] (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within [] (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.25 CONTRACTOR PERFORMANCE INFORMATION (MAY 2010) (DEVIATION) (EPAAR 1552.242-71)(MAY 2010)

As prescribed in section 1542.1504, insert the following clause in all applicable solicitations and contracts. Contractor Performance Information (May 2010 Deviation)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

H.26 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.27 ELECTRONIC SIGNATURES (EP-S 00-01)

The Government and Contractor agree to accept one another's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only.

NONE

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents.

NONE

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.28 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H.29 ORDERING WORK

Work will be ordered via Task Orders (TO) and Technical Direction. Specific details for individual assignments may be issued under each TO via a Technical Direction Document (TDD). For example, a TO entitled Response Activities may be issued under this contract, then specific emergency response or removal sites that fall under the scope of the TO will be assigned by individual TDDs. The TDD will specify the site, deliverables and due dates, and period of performance in accordance with the requirements of the TDD clause.

For work performed under any TO that requires different effort than the labor categories identified in the contract, the contractor will be reimbursed out of the specialized labor pool, in accordance with the section B clause entitled "OTHER DIRECT COSTS". The contractor shall notify the Project Officer and Contracting Officer in advance of utilizing any specialized labor.

EMERGENCY RESPONSE

During an emergency response, the contractor shall assign only qualified personnel, experienced in working in all levels of protection as defined in 29 CFR 1910.120.

The contractor shall designate a site lead and one alternate who are familiar with the requirements of the assignment. A work plan may be required on an individual TDD. The plan shall identify the number and kinds of disciplines proposed for the work required and shall be submitted by the contractor to the Project Officer (PO) within five (5) calendar days of response completion.

OTHER THAN EMERGENCY RESPONSE

The Contractor shall submit a work plan that will include a staffing plan which must be approved by the Contracting Officer for all assignments other than emergency response work. The plan should identify the number and kinds of disciplines proposed for the work required and shall be submitted to the PO within five (5) calendar days of receipt of the assignment from EPA. In performing any task in the Performance Work Statement, the contractor shall not substitute personnel working on any site or assignment without the advance written approval from the Contracting Officer.

It is the responsibility of the contractor to provide the substituted personnel with all of the site information necessary to complete the work without delays. It is expected that the contractor will provide at least 2 weeks' notice to EPA to transition new, qualified personnel to an existing assignment and that any transition will be done at the contractor's expense.

H.30 WORK PLANS AT THE TASK ORDER AND TECHNICAL DIRECTION DOCUMENT LEVEL

A work plan may be required under a Task Order or Technical Direction Document (TDD). When a work plan is required and the TDD has been accepted, the contractor shall submit a proposed staffing plan, estimated travel, subcontracts and other direct costs necessary to complete the assignment. The work plan shall be submitted to the EPA Project Officer and the Contracting Officer by the due date established in the TDD. Work shall not begin until the work plan has been approved by the Contracting Officer or the Project Officer in accordance with the section G clause entitled "ORDERING-BY DESIGNATED ORDERING OFFICERS". The negotiated costs shall serve as a ceiling amount for the TDD and shall not be exceeded without the prior written authorization of the Contracting Officer. Any costs beyond the ceiling or completion dates will be disallowed for payment.

H.31 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST (EPA-2010-100)

In submitting notices of potential post-award corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? _____

If the answer is yes describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. _____

Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year. _____

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)_____
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination._____
6. Provide any additional information which may be pertinent to this request._____

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H.32 AWARD TERM AVAILABILITY OF FUNDS (EPAAR 1552.216-77)

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer (CO).

H.33 FIXED PRICE TASK ORDERS

Performance based task orders may be issued as fixed price. In those instances, in addition to the clauses previously incorporated herein, firm fixed price task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are incorporated into the contract by reference.

52.229-3	JAN 1991	FEDERAL STATE AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-15	APR 1984	PROGRESS PAYMENTS NOT INCLUDED
52.232-32	FEB 2002	PERFORMANCE BASED PAYMENTS
		(Only applicable to firm fixed price performance based task orders)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-15	AUG 1989	STOP WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.243-1	APR 1984	CHANGES- FIXED PRICE ALTERNATE I

52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-2	APR 1984	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) Alternate I
52.246-4	AUG 1996	INSPECTION OF SERVICES (FIXED PRICE)
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICES)

H.34 DISCOUNT AIR PASSENGER TRANSPORTATION RATES

(a) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use reduced air transportation rates and services provided through available discount air fare carriers for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost to the Government.

(b) Nothing in this clause shall authorize transportation or services which are not otherwise reimbursable under this contract.

(c) In the event of any inconsistencies between this clause and the travel costs authorized by FAR Part 31.205-46, the FAR cost principle shall take precedence

H.35 DISCOUNT HOTEL/MOTEL LODGING RATES

(a) To the maximum extent practicable consistent with hotel/motel accommodations and lodging requirements, the contractor agrees to use reduced hotel/motel rates and services for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract, when use of such rates results in the lowest overall cost.

(b) To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor agrees to secure lodging on other than a daily rate basis so that the maximum quantity and term discounts are achieved. To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor shall secure full service lodging suites inclusive of kitchen facilities.

(c) Nothing in this clause shall authorize lodging and accommodations or services which are not otherwise reimbursable under this contract. Nothing in this clause requires any hotel/motel establishment to make available to the contractor special hotel/motel rates or other Government discount rates.

(d) In the event of any inconsistencies between this clause and the travel costs authorized by FAR Part 31.205-46, the FAR cost principle shall take precedence

H.36 TRANSBOUNDARY EFFORTS

The Contractor shall provide support activity in a foreign country in accordance with the contract Performance Work Statement to the extent that there is domestic legal authority to provide such support activity, a request from the foreign government, and to the extent that such support activity is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. The Contractor is advised that it may be subject to applicable foreign law while performing such support activity in the foreign country and the Contractor is responsible for ensuring that it complies with all relevant requirements of the foreign country that are necessary to perform such support activity in those countries.

H.37 RIGHTS UNDER COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (EPA-2010-25)

As provided in CERCLA § 119(a)(1), 42 U.S.C. § 9619(a)(1), if releases or threatened releases of hazardous substances, pollutants, or contaminants occur during or as a result of the contractor's non-negligent performance of this contract, the contractor will be immune from liability under any Federal law, including CERCLA.

The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION of this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA or any other law.

H.38 DATA

(a) The Contractor hereby agrees to deliver to the Contracting Officer, within sixty (60) calendar days after the completion of the contract period of performance the following documents:

1. All originals and copies, and all abstracts or excerpts there from, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Information."
2. All originals and copies, and all abstracts or excerpts there from, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".
3. All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor

in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Contracting Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the Contract Clauses of this contract.

4. Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause found in section H entitled "Additional Data Requirements".

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled "Additional Data Requirements", the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

1. Contractor and personnel performance ratings and evaluations.
2. Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under Paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data

H.39 SAMPLE COLLECTION, DATA MANAGEMENT, REVIEW, TRACKING AND REPORTING REQUIREMENTS

Sample Collection, Data Management, Review, Tracking, and Reporting Requirements

1. SCRIBE software is designed to be used for the management (including, but not limited to sample collection, tracking, review, site visualization, and decision making) of all project information including all field and laboratory data.

(a) The contractor shall use SCRIBE software to manage the sample collection, documentation, and submission of all relevant reports for Emergency Responses, Removal Site Evaluations, and Time-Critical Removal Actions. The US EPA's on-site representatives may mandate use of Portable Digital Assistant (PDA) technology, using SCRIBLETs software, in implementing SCRIBE.

(b) The US EPA's on-site representatives may mandate use of FORMS II LiteTM software in addition to SCRIBE software for use during Emergency Responses, Removal Site Evaluations and Time-Critical Removal Actions.

(c) Current versions of the SCRIBE and SCRIBLETs software can be found at:
<http://www.epaosc.org/Scribe>.

2. The Forms II LiteTM software is designed to capture information to generate sample reports in the field (e.g., chain of custody (COC) Forms, sample labels and bottle tags) and to transmit the information to other systems.

(a) The contractor shall use FORMS II LiteTM to manage the sample collection, documentation, and submission of all relevant reports for all Remedial Site Assessment, Integrated Assessment, and Non-Time Critical Removal Actions.

(b) The contractor shall use the FORMS II LiteTM software to generate and submit COC Forms in accordance with established regional guidance. Exact procedures and instructions on the development and submission of electronic traffic reports are available on the Office of Superfund Remediation and Technology Innovation's (OSRTI) Contract Laboratory Program (CLP) web page at:
<http://www.epa.gov/superfund/programs/clp/f2lite.htm>

(c) The contractor shall follow regional guidance for the information that is to appear on sample labels generated using Forms II LiteTM. This will require setting up a label template to print the specified information. Setting up the label template should be a onetime set-up and would only require changes if the regional guidance is updated. Site names and/or locations shall not be provided to CLP or non-CLP laboratories, to avoid any real or perceived conflict-of-interest with a laboratory analyzing US EPA samples.

(d) In case of catastrophic equipment failure, such as a computer or printer failure, hardcopy COC Forms (not generated by FORMS II LiteTM) shall be used by the contractor, but this should be a rare occurrence. Hardcopy COC Forms for use in case of catastrophic equipment failure are available at:
<http://www.epa.gov/superfund/programs/clp/trcoc.htm>

3. Staged Electronic Data Deliverable (SEDD) is designed to provide a uniform electronic format for submission of analytical data from laboratories. Automated Data Review (ADR) software is a program designed to electronically review analytical data received in the SEDD format.

(a) For all analytical services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the laboratory shall report data using the SEDD format. The minimum requirement for the laboratory is the delivery of a SEDD Stage 2a deliverable. Electronic deliverables meeting SEDD Stage 2b and Stage 3 requirements are also acceptable and encouraged. Data from microbiological, physical,

and bio assay tests are not required to be delivered in the SEDD format.

(b) Once the electronic data files have been received from the laboratory, the contractor must electronically review the files using qualified personnel to meet project data quality requirements using the US Army Corps of Engineers Automated Data Review (ADR) software or equivalent. The ADR software shall be provided by US EPA to the contractor. The original electronic data (in the SEDD format), specifications for data review, and results of the automated data review shall be provided to US EPA upon request.

(c) In emergency response situations where rapid transmittal of initial analytical data is required, the data may be delivered directly to US EPA. The initial data shall be followed by data delivered in the SEDD format from the laboratory, with contractor review, using the ADR software or equivalent.

(d) Information on SEDD can be obtained at:
<http://www.epa.gov/superfund/programs/clp/sedd.htm>

4. US EPA also mandates that all analytical services used by Superfund be reported to the Analytical Services Tracking System (ANSETS).

(a) For all analytical services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the contractor shall report these analytical services used for non-CLP work to ANSETS. Non-CLP sampling data is generated by a contractor or subcontractor at mobile and/or in-house laboratories. Requirements for field screening are determined by the Regions. Waste profile data is exempt from this requirement.

(b) The FORMS II Lite COC Form captures the essential ANSETS data and is the most direct and effective way for the contractor to meet ANSETS requirements. The electronic COC Form shall be submitted according to instructions provided at:
<http://www.epa.gov/superfund/programs/clp/ansets.htm>

(c) For short-term projects, that are typically completed in less than one week, the contractor shall submit the FORMS II Lite™ COC Forms within five (5) business days of completing the field work and/or completing the shipment of samples to the laboratories. For long-term projects, that last longer than one week, the contractor shall submit FORMS II Lite™ COC Forms, at least once per week, typically starting at the end of the first week, or as soon as is reasonably practicable, but on a regular schedule.

(d) Other less preferred alternatives for submitting data to ANSETS:

(i) Web-Based Submission Form - Contractors can submit the ANSETS data by completing the web-based form and submitting the data via the Internet (see website below) on a regular schedule.

(ii) ANSETS Standalone Desktop Application- Contractors submit the ANSETS data to the Regions on a quarterly basis. The Regions use the desktop application to manage and submit the ANSETS data to the Office of Superfund Remediation and Technology Innovation (OSRTI) on a quarterly basis.

(iii) Batch Submissions - Contractors submit the ANSETS data to Regional tracking systems on a quarterly basis. The Regions then batch the ANSETS data and submit it to OSRTI on a quarterly basis. Detailed instructions on submitting ANSETS data are provided at the following web address:

<http://www.epa.gov/superfund/programs/clp/ansets.htm> The Contractor will utilize this web page for guidance and for updates of future changes to the non-CLP tracking requirements.

5. The contractor shall provide the necessary equipment (e.g., laptops, portable printers, "SCRIBE- compatible" PDAs (i.e. Palm OS at present, but Pocket PC devices in the future.)) and internet browser software (e.g., Internet Explorer) necessary to support these systems. US EPA will provide SCRIBE, SCRIBLETs, FORMS II LiteTM, and ADR software, as well as the ANSETS reporting and SEDD format requirements to the contractor.

6. Exceptions to these requirements shall only be waived by the Contracting Officer.

H.40 SPECIAL PROVISION REGARDING THE TERMINATION OF INDIVIDUAL ORDERS

In addition to the "Termination for Convenience of the Government (Fixed Price) (FAR 52.249-2) (May 2004)", "Termination (Cost Reimbursement) (FAR 52.249-6) (May 2004)", and "Default (Fixed-Price Supply and Service) (FAR 52.249-8) (APR 1984)" the government may terminate Task Orders, in whole or in part, for convenience or default. If the termination is for default, the contractor shall be required to cure all defaults within 10 days of notification from the Contracting Officer.

The Government may terminate any task order placed for its convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor had knowledge of facts or circumstances, relating to an organizational conflict of interest, and did not disclose or misrepresented such information, the Government may terminate the contract or task order for default, may debar the Contractor from Government contracting, and may pursue such other remedies as may be permitted by law or this contract.

NOTE:

For purposes of this clause, "delivery" of a Notice of Termination is defined to include notice by telephone or in person which is confirmed in writing by the Contracting Officer. If the termination is effected by such oral communication, then the effective date of termination shall be the date of that communication.

H.41 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM (RCMS)

(a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55, (information may be used to augment or support an Incident Action Plan in an Incident Command System), Daily Cost Summary Reports, during performance under this contract, for removal site actions only as directed by authorized EPA personnel. All invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.

(b) Minimum System requirements are:

- Windows 2000 or higher
- Pentium Processor
- 50 MB free disk space
- 256 MB RAM
- CD/R Drive (preferably CD/RW)
- Printer

(c) Initial contractor training of the use of this system will be provided by the EPA.

(d) The cost of this system shall not be reimbursable as a direct cost under this contract.

(e) Contractor will be required to provide archive disks for each task order and/or technical direction document on a monthly basis to the Project Officer (PO).

(f) Current archive disks covering the invoice period must be submitted to the PO. All charges on the invoices must also appear on the accompanying EPA Form 1900-55s or Incident Action Plan.

(g) Final archive disk(s) shall be forwarded to the PO within 30 days of the completion of work at the site

H.42 ACCESS RIGHTS AND ACCESS AGREEMENTS

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

H.43 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (EPA-2010-60)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "Audit and Records - Negotiation. (OCT 2010)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in

accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause entitled "Audit and Records - Negotiation.(FAR 52.215-2) (OCT 2010)" found in section I.(See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.44 EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during

enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.45 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

Nonexpendable property is items such as equipment, instruments, and tools that are not consumed in a manufacturing process, and which retain their original identity and characteristics during their useful life.

H.46 MOBILIZATION

The Government's intent is to allow a contract mobilization period of thirty (30) calendar days between the contract award date and the contract start date. Therefore, the offeror shall be fully staffed and operational, ready to accept work from EPA at the end of the 30 day mobilization period. The costs for mobilization are included in the fully loaded fixed rate. The Contractor shall propose its primary mobilization point in its response to the solicitation.

**Primary Mobilization Point: U.S. EPA
4900 Olympic Boulevard ,
Erlanger, Kentucky**

H.47 RESPONSE TIME

Initial response by the offeror to an event designated as an emergency shall be immediate. The offeror shall have a response procedure for on-call staffing for all after hours, weekends, and holidays. An offeror shall be able to respond from a pre-designated duty station to provide field support, provide baseline field equipment, and have the necessary skill levels to utilize this equipment. Additional offeror support to provide response specific equipment shall be initiated immediately and be available to respond within six hours of the initial call. The offeror is not precluded from providing these services in less than these response time limits.

H.48 HEALTH AND SAFETY

The nature of the work to be performed under this contract is inherently hazardous. The contractor is responsible for the safety of its employees on-site. However, the Project Officer has the authority to review and enforce the minimum standards of safety under

the federal, state and local requirements all individuals on-site at any time.

In performance of work under this contract the contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

The contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, State, and minimum standards as specified by the Project Officer. The required level of protection may be specified by the On-Scene Coordinator (OSC) or Authorized Contracting Officer Representative (COR), and shall be followed by the contractor. The OSC's or Authorized COR's determination of the required level of protection at all times shall not be subject to the "Disputes" clause in Section I of this contract.

Rather, if the contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC or Authorized COR, and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an OSC or Authorized COR directive pertaining to health and safety.

When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall be submitted to the OSC or Authorized COR for review and approval prior to commencing work. Upon receipt of the OSC's or Authorized COR approval, the contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC or Authorized COR. If a site safety plan is provided by the Government, the contractor agrees to follow such plan unless objections are made known to the OSC or Authorized COR within twenty-four (24) hours (or less if specified in the Task Order) of its submission to the contractor. In any event, commencement of cleanup services without notification to the OSC or Authorized COR of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

H. 49 SECURITY CLEARANCE

- a) the contractor must possess a facility clearance and provide proof of the facility clearance by providing a copy of the DD441 with the proposal.
- b) At time of award the contractor shall have a clearance for personnel equal to the highest classification stated on the Contract Security Classification Specification (DD 254) and maintain throughout the life of the contract. In addition, an interim Top Secret security clearance at time of award is also acceptable. The DD Form 254 has been posted as a PDF file Attachment #8 (for solicitation purposes only) to this solicitation on Superfund RCRA Regional Procurement Operations Division's (SRRPOD) web site. The web site address for this solicitation's entry page is:

<http://www.epa.gov/oamsrpod/ersc/dats/index.htm>

The office to contact for assistance in completing the DD254 is the Office of Acquisition and Resource Management Security Information, Security Management Division at 202-564-6352.

- c) The Contractor shall comply with (1) the Security Agreement (DD Form 254), including the National Security Information (NSI) handbook, and (2) any revisions to that manual. The NSI Handbook has been placed as a PDF file Attachment #6 to this solicitation on SRRPOD's web site. The web site address for this solicitation's entry page is: <http://www.epa.gov/oamsrpod/ersc/dats/index.htm>

- d) As stated in b) above, the government will consider award to a contractor who has been issued an interim Top Secret personnel security clearance (PCL) by time of contract award, in accordance with Attachment #9 of the solicitation (for solicitation purposes only). However, the contractor must demonstrate how it intends to maintain Top Secret capabilities in the event that Top Secret clearance is not granted to certain personnel as required. If the contractor cannot maintain Top Secret capability (whether it initially held either interim or final), the government shall consider the contractor to be non-compliant with this clause and may terminate the contract for default, in accordance with the section I clause entitled, "Termination." For further guidance, see Attachment #6 entitled "National Security Information Handbook", Attachment 10 entitled, "Technical Proposal Instructions" (for solicitation purposes only).

- e) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

- f) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

H.50 SUBMISSION OF 3RD PARTY INSURANCE CERTIFICATES

Within **90** calendar days of contract award, contractors shall submit copies of their insurance certificates for the coverage identified in Section "H, "Insurance- Liability To Third Persons (EPAAR 1552.228-70)(OCT 2000)". Certificates will be evaluated on an acceptable or not acceptable basis by the Contracting Officer.

Section I - Contract Clauses

I.1 NOTICE OF LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

Notice:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

Federal Acquisition Regulation (48 CFR Chapter 1)

- 52.202-1 Definitions. (JUL 2004)**
- 52.203-3 Gratuities. (APR 1984)**
- 52.203-5 Covenant Against Contingent Fees. (APR 1984)**
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**
- 52.203-7 Anti-Kickback Procedures. (OCT 2010)**
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)**
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**
- 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)**
- 52.203-14 Display of Hotline Poster(s). (DEC 2007)**
- 52.204-2 Security Requirements. (AUG 1996)**
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)**
- 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2010)**
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JAN 2011)**
- 52.210-1 Market Research. (APR 2011)**
- 52.215-2 Audit and Records - Negotiation. (OCT 2010)**
- 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**
- 52.215-19 Notification of Ownership Changes. (OCT 1997)**
- 52.216-24 Limitation of Government Liability. (APR 1984)**
- 52.216-25 Contract Definitization. (OCT 2010)**
- 52.217-2 Cancellation Under Multi-year Contracts. (OCT 1997)**
- 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**
- 52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)**
- 52.219-14 Limitations on Subcontracting. (DEC 1996)**
- 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)**
- 52.222-3 Convict Labor. (JUN 2003)**

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)
52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
52.222-26 Equal Opportunity. (MAR 2007)
52.222-29 Notification of Visa Denial. (JUN 2003)
52.222-35 Equal Opportunity for Veterans. (SEP 2010)
52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
52.222-50 Combating Trafficking in Persons. (FEB 2009)
52.222-54 Employment Eligibility Verification. (JAN 2009)
52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997)
52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003) -- Alternate I (Aug 2003)
52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-14 Toxic Chemical Release Reporting. (AUG 2003)
52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)
52.223-18 Contractor Policy to Ban Text Messaging While Driving. (SEP 2010)
52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)
52.227-1 Authorization and Consent. (DEC 2007)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
52.227-14 Rights in Data--General. (DEC 2007)
52.228-7 Insurance - Liability to Third Persons. (MAR 1996)
52.229-3 Federal State and Local Taxes (JAN 1991)
52.232-1 Payments (APR 1984)
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (FEB 2007)
52.232-8 Discounts for Prompt Payment. (FEB 2002)
52.232-15 Progress Payments Not Included (APR 1984)
52.232-17 Interest. (OCT 2010)
52.232-18 Availability of Funds. (APR 1984)
52.232-23 Assignment of Claims. (JAN 1986)
52.232-25 Prompt payment. (OCT 2008)
52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)
52.233-3 Protest after Award. (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR

1984)

52.237-3 Continuity of Services. (JAN 1991)

52.242-3 Penalties for Unallowable Costs. (MAY 2001)

52.242-13 Bankruptcy. (JUL 1995)

52.242-15 Stop Work Order (AUG 1989)

52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

52.243-7 Notification of Changes. (APR 1984)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

52.245-1 Government Property. (AUG 2010)

52.245-9 Use and Charges. (AUG 2010)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.249-6 Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)

52.249-14 Excusable Delays. (APR 1984)

52.253-1 Computer Generated Forms. (JAN 1991)

I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7)(APR 2008)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the contractor acknowledges the requirement that a

prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The contractor shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the contractor's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the contractor is registered in the CCR database.

(c) If the contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An contractor may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is an contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The contractor should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Contractor.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Contractors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.3 PROTECTING THE GOVERNMENT’S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (FAR 52.209-6) (DEC
2010)**

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause -

(1 Means any item of supply (including construction material) that is -

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that -

(1) Exceeds \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 ALLOWABLE COST AND PAYMENT (FAR 52.216-7)(DEC 2002)

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in

accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.6 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through sixty (60) months**.

(b) All task orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order or task order and this contract, the contract shall control.

(c) If mailed, a task order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond the expiration date of the contract.

**I.8 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

I.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.10 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF
UNION DUES OR FEES (FAR 52.222-39) (JUL 2005)**

(a) Definition. As used in this clause--

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth

in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor- Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor- Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part

470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.11 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)

(a) Definitions. As used in this clause-- "Priority chemical" means a chemical identified by the Interagency

Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management. "Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.12 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

(a) Definitions. As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced task orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [N/A]

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the

Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [N/A]

I.13 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.14 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004) (FAR 52.244-6) (DEC 2004)

(a) Definitions. As used in this clause-- "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions. "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its

subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.15 CLAUSES INCORPORATED BY REFERENCE. (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/>

L.16 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.17 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number:

National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY). To locate the nearest NLRB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

I.18 MINIMUM INSURANCE REQUIREMENTS (EPA-2010-140)

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability- \$1,000,000

Comprehensive general liability- \$1,000,000

Comprehensive automobile liability- \$1,000,00

Section J - List of Documents, Exhibits and Other Attachments

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
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1	PERFORMANCE WORK STATEMENT
2	INVOICE PREPARATION INSTRUCTIONS
3	SITE SPECIFIC INVOICING INSTRUCTIONS
4	QUALITY ASSURANCE PROJECT PLAN REQUIREMENTS
5	MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN
6	NATIONAL SECURITY INFORMATION HANDBOOK (NSI)

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

Performance Work Statement

Decontamination Analytical and Technical Services II Contract

I. BACKGROUND

The Decontamination Analytical and Technical Services (DATS) Contract supports the United States Environmental Protection Agency's (USEPA) National Decontamination Team (NDT) based in Cincinnati, Ohio. DATS utilizes government and contractor-owned or leased equipment and facilities in the greater Cincinnati area to provide analytical, technical and information management support to the NDT in conducting Agency missions under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA),

Superfund Amendments and Reauthorization Act (SARA), Oil Pollution Act (OPA), Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Clean Water Act (CWA), Clean Air Act (CAA), National Contingency Plan (NCP), Presidential Decision Directives (PDD), the Federal Response Plan (FRP), the National Response Plan (NRP), Robert T. Stafford Natural Disaster Act and other legislative acts. NDTs services are provided in support of the Office of Solid Waste and Emergency Response (OSWER), EPA Regional On-Scene Coordinators (OSCs), Remedial Project Managers (RPMs) and other Agency groups. Technical support shall include a full-time support element in close proximity to the Cincinnati, Ohio, and Erlanger, KY facilities. This contract entails site-specific work in the event of an incident of national significance as well as participation on exercises. International support for NDT may also be required should the USEPA be tasked to participate in consequence management for allies and partners outside the continental United States (CONUS) as well as for ongoing technical research and collaboration.

The purpose of this contract is to scientific, technical, and operational support to NDT including technical issues surrounding the sampling and analyses with subsequent decontamination and disposal of buildings, building contents (including evidence), public infrastructure (including waste/drinking water plants, chemical plants, power plants, subways, etc.), indoor environments, agriculture, and the associated environmental media (air, soil and water) in the aftermath of a Weapons of Mass Destruction (WMD) event or other catastrophic incidents of national significance. The purpose of this contract is to also provide services in the seven task areas as detailed in this PWS including but not limited to terrorist events, pre-deploying for special security events, delivering of scientific, engineering, and health and safety field support for decontamination activities at terrorist events or other large scale natural or man-made disaster events; assisting with designing and managing mission-driven research and development targeted to enhance the capability to provide Chemical Biological Radiological Nuclear (CBRN) agent detection, decontamination response and disposal support services at terrorist events; disseminating new capabilities; enhancing planning and preparedness activities for terrorist events; staying informed of current technologies and methodologies for CBRN agent detection, decontamination and disposal; assist in developing and conducting training and exercises related to CBRN agent detection, decontamination and disposal, and working within the Incident Command System (ICS). The contractor may be required to perform any of these services during Agency related preparedness and prevention or response efforts. Under this contract, work will be issued through individual Task Orders and clarified through Technical Direction(TDs).

II. STATEMENT OF WORK The contractor shall provide sufficient personnel, equipment, and supplies in all categories necessary for support of NDT. All equipment must be compatible and interoperable. Equipment and supplies shall include, but are not limited to, vehicles, communication devices, information technology devices, health and safety equipment (e.g., personal protective equipment).

A. PERSONNEL

The contractor shall provide personnel that have advanced degrees or certifications, technical expertise, and experience in field operations in disciplines such as, but not limited to:

- Clinical Microbiology and Infectious Diseases
- Toxicology
- Engineering – Chemical, Environmental, Heating, Ventilation and Air Conditioning (HVAC),
- Health Physics
- Analytical and Field Chemistry
- Industrial Hygiene
- Environmental Health, Sampling
- Transportation and
- Operations Analysis, Planning and Policy

B. TASKS

The contractor shall provide technical support and services in the following task areas:

Task I. Technical Information and Data Analysis

The contractor shall provide technical data gathering, processing, analyses, and management tools and services to support Office of Emergency Management (OEM)/NDT program and field activities. These activities include collecting, evaluating, compiling, organizing, and verifying various types of technical and resource information existent in diverse formats and contexts and reformat as appropriate to ensure suitability for and subsequent input into a shared access database with EPA, OEM and NDT members for both CBRN and hazardous substances contamination analyses, decontamination planning and disposal arrangement purposes as well as for crisis management support. The following descriptions outline the anticipated efforts to be performed under this contract either concurrently or consecutively, and the anticipated tools and services that may be tasked under this requirement as resources permit:

- a- Provide technical data gathering, processing, and analyses (including statistical analyses) in support of emergency response actions, field projects, reports, and technical assessments. Consolidate gathered data, input the data and run transport models to predict contaminant dispersion in buildings through HVAC systems and other models for outdoor dispersion in the environment.
- b- Assist in the development of criteria for the evaluation of decontamination methods, metrics and endpoint selection, and progress tracking as appropriate for agent specific scenarios.

assess needs, identify gaps, and make recommendations on the existing techniques, tactics, and procedures (TTPs) for decontamination.

- c- Identify, compile, and update a prioritized list of high-risk agents
- d- Perform targeted technical literature searches including technical evaluations of new and existing methodologies, and TTPs, related to extent of contamination analyses, decontamination sciences, disposal options and operations.
- e- Review and evaluate technical research proposals for determinations of the adequacy and efficacy of the experimental design to provide accurate and statistically reliable validation of the test method. Compilation and input of informational exchanges resulting from anticipated interactions with the research community (NHSRC).
- f- Collect, evaluate, compile, and organize specific information regarding threat agents of concern to EPA according to appropriate categorical venues including, but not limited to, risk assessment, health and safety, sampling, decontamination and disposal strategies.
- g- Design bench scale decontamination testing methods in cooperation with Office of Research and Development (ORD), other agency research and development organizations and the National Homeland Security Research Center (NHSRC).
- h- Determine performance efficiencies/efficacies for treatment technologies in accordance with Agency or other guidelines as directed by the government to include estimation of final achievable concentrations and percent removals given varying initial concentrations.
- i- Research potential partnerships and/or agreements and share information with Federal, state and local organizations as directed. This includes developing active liaisons with key state and city or other local partners who may be active in the development and implementation of such concepts of operations, regulatory disposal approvals, and TTPs.
- j- Develop recommendations for contingencies involving high mass/ high volume disposal requirements, including a comparative assessment such as alternative methods of disposal as chipping, grinding, incineration, or burial in landfills.
- k- Evaluate and provide critical comparison of indoor transport models for use in emergency response and decontamination scenarios.
- l- Perform pre-planned Risk Assessments in accordance with the guidance identified by the government.
- m- Provide support and services, as needed, for presentation of risk assessments to the public through various communication media.
- n- Design and implement technical options for conducting and evaluating risk assessment, environmental assessment and multi-media extent of contamination assessment to include environmental impact and bioavailability of contaminants.

The Project Officer (PO) and/or Task Order (TO) Manager (TOM) will approve all deliverables. The contractor shall use EPA's SCRIBE or other Agency approved environmental data management system to document all environmental sampling performed under this contract and deliver the resultant files to the TOM as a project deliverable. This requirement applies to analytical data produced by in-house and by contract laboratories. Technical requirements for importing data into the SCRIBE system will be provided by NDT. The contractor shall use the EPA web resource as directed by NDT as an information repository for all analytical data, deliverables, and related materials. Analytical data shall be submitted in a format as directed by

the government to ensure ability for import into SCRIBE, and other data management systems. Access to the SCRIBE system and EPA web resource and training will be provided by NDT. Deliverables will be provided in formats compatible to government software. Text-based reports shall be maintained in a searchable, indexed database; data shall be provided in Access data tables, Excel spreadsheets, or delimited text files; and images shall be provided as .JPG files. Other standard formats may be identified as necessary in addition to the above requirements.

Task II. Field and Response Support

The contractor shall provide technical field support for the development and updating of plans, operations, and technologies, for responses to CBRN and other hazardous contaminant events and exercises. This work includes the gathering, evaluating, and implementing existing EPA and other federal, state, city and key local agencies or authorities concepts of operations, TTPs, and methodologies with respect to contamination sampling, assessment, mitigation, control, decontamination, restoration, re-occupancy criteria, and waste disposal. Use of SCRIBE for data management may also be required for this task. The following descriptions outline in more detail various tasks anticipated under this requirement, subject to funding and resource availability:

- a - Provide technical and logistical support and services for field deployments required under the OEM/NDT mission and its various authorities; primary field activities anticipated under this contract are; respond to an agent release event, exercises, drills, and field studies.
- b - Perform emergency response functions at CBRN or hazardous substance releases, and maintain 24-hour, 7-days/week emergency response capabilities for mobilization of equipment and personnel within six hours of notification. Provide appropriate and EPA-compatible levels of protection to all personnel. Maintain capability to respond to Level A contingencies and all other levels as required.
- c - Identify and evaluate existing and alternative decontamination technologies, techniques, tactics, and procedures for CBRN contaminants.
- d - Assist with the design and review of response plans related to terrorist incidents, natural and industrial CBRN disasters, and hazardous waste sites including procedures, for containment and clean up, decontamination of equipment and buildings, personnel safety and monitoring, and final disposal.
- e - Provide technical data gathering, processing and analyses in support of emergency response actions, field projects, reports, and technical assessments. Consolidate gathered data, input the data and run models for uncontrolled hazardous material releases into the environment.
- f - Develop and implement methods to monitor and track the progress of decontamination operations, waste characterization, and disposal activities.
- g - Trained and able to work under an Incident Command System (ICS) structure and Unified Command (UC). Training should be no less than the 200 Level at time of award, and the 400 Level by end of first year. Develop plans to support ICS/IMT staffing needs during a large and prolonged decontamination response.
- h - Develop guidelines for safe and effective analysis, treatment, collection, neutralization, and disposal of decontaminated materials and decontamination waste by-products.
- i - Arrange for and/or provide for necessary on-site and off-site analytical support.

- j - Evaluate and provide critical comparison of outdoor transport models for use in emergency response and decontamination scenarios.
- k - Evaluate and provide critical comparison of remote sensing techniques for use in emergency response and decontamination scenarios.
- l - Gather and evaluate appropriate incident specific variables, toxicological, human health and ecological threat information and data to assist in developing quick turnaround, event specific risk assessments, assist in the development and implementation of risk communication plans and tools, support and services, as needed for presentation of risk assessments to the public through various communication media.
- m - Arrange for and/or conduct engineering studies related to decontamination operations and methods during emergency response activities and at hazardous waste sites.
- n - Arrange for and/or conduct site mapping and surveying, which may include: soil gas surveys, groundwater flow modeling, x-ray fluorescence surveys, surface geophysical surveys, and down-hole camera studies.
- o - Arrange for and/or perform multi-media environmental sampling, indoor air investigation, and forensic evidence collection in coordination with OSC and other Federal, State and local agencies.
- p - Arrange for and/or perform sampling and analyses for verification of decontamination methods employed at a response to an event or as a component of a field study.
- q - Compile and present data to NDT personnel or other state or federal government representatives such as a site-specific Environmental Clearance Committee.
- r - Arrange for and/or conduct building engineering studies and evaluations, such as HVAC systems, structural integrity, indoor dispersion modeling, and materials.
- s - Arrange for and/or perform on-site assessments of operational health and safety site conditions regarding CBRN during response and recovery operations.
- t - Arrange for and/or perform predictive modeling (meteorological and hydrographical) for short and long-term fate, transport, and migration impacts.
- u - Arrange for and/or perform surveys of meteorological conditions at appropriate points within and adjacent to affected areas and outdoor dispersion modeling.
- v - Arrange for and/or provide CBRN sample collection and analyses.
- w - Arrange for and/or perform field data collections to assist with assessment of risk and environmental impact due to by-products generated during agent decontamination.
- x - Prepare and ship dangerous goods packages containing samples or swipes with small amounts of CBRN materials.

Task III. Preparedness and Training

The contractor shall provide technical support for the development and updating of plans, operations, technologies, and assistance agreements focused on OEM/NDT program preparations for responses to CBRN events and exercises. This work includes the gathering, evaluating and comparing of existing EPA and other federal, state, city and key local agencies or authorities concepts of operations, TTPs, and methodologies with respect to contamination sampling, assessment, mitigation, control, decontamination, restoration, re-occupancy criteria, and waste disposal. These planning reviews shall be considered as an end-to-end sequence of essential

operations. The following descriptions outline in more detail various tasks anticipated under this requirement, subject to funding and resource availability:

- a- Develop and implement preparedness activities for transportations systems (i.e., airports, subways, bus terminals). Developing decontamination and disposal plans (Concepts of Decontamination Operations including necessary TTPs) for classes of agents and including scaling factors for readily identifiable variables, i.e., population densities, and meteorological conditions. These plans should include the development of appropriate and relevant management tools, decontamination debris sampling and analytical methods, pre-disposal criteria and approval checklists, quality control processes, and documentation procedures. The initial general class plan shall be designed as a template that can be easily modified to address specific agent response planning.
- b- Identify and evaluate existing and alternative decontamination technologies, techniques, tactics, and procedures for CBRN.
- c- Develop decontamination and disposal plans (including necessary TTPs) for classes of agents and including scaling factors for readily identifiable variables, i.e., population densities, and meteorological conditions. These plans should include the development of appropriate and relevant management tools, decontamination debris sampling and analytical methods, pre-disposal criteria and approval checklists, quality control processes, and documentation procedures.
- d- Assist in the development and implementation of EPA/contractor Level A training exercises, including classroom and field components designed to reinforce basic emergency response skills and to enhance interactions as part of an integrated team.
- e- Develop and implement methods to monitor and track the progress of decontamination operations, waste characterization, and disposal activities.
- f- Identify, compile, and update a prioritized list of high-risk agents.
- g- Develop, enhance, and support guidance and training for sampling kits, devices, or other tools used to identify, measure, or neutralize, agents of concern in all media.
- h- Provide technical support and training on decontamination of equipment, buildings, outdoor areas, and agricultural sites.
- i- Develop and implement preparedness activities for transportations systems (i.e., airports, subways, bus terminals).
- j- Research potential partnerships and/or agreements and share information with Federal, state and local organizations as directed. This includes developing active liaisons with key state and city or other local partners who may be active in the development and implementation of such concepts of operations, regulatory disposal approvals, and TTPs.
- k- Develop a training course on how to decontaminate people to train emergency responders.
- l- Assist with the design and review of response plans related to terrorist incidents, natural and industrial CBRN disasters, and hazardous waste sites including procedures, for containment and clean up, decontamination of equipment and buildings, personnel safety and monitoring, and final disposal.
- m- Evaluate and provide critical comparison of indoor transport models for use in emergency response and decontamination scenarios.
- n- Evaluate and provide critical comparison of outdoor transport models for use in emergency response and decontamination scenarios.

Task IV. Airborne Spectral Environmental Contaminant Technology (ASPECT)

The contractor shall provide technical expertise for remote passive infrared (IR) chemical detection to support the NDT ASPECT program. Specific requirements include expertise in vibrational/rotational spectroscopy, interferometer and dispersive based IR spectrometers design and operation, Fourier-based data analysis, Interferogram-based data processing; Finite Impulse Response (FIR) and Infinite Impulse Response (IIR) filter manipulation, and multi-variant analysis (including piece-wise linear and support vector analysis). Strong skills in C, C++, IDL, and FORTRAN are required. Additional areas of expertise will include geo-registration methods of image and raster data, web-based data display (such as Google Earth), File Transfer Protocol (FTP) operation, basic Gamma Ray (GR) spectroscopy and a working knowledge of the National Contingency Plan (NCP). The following descriptions outline in more detail various tasks anticipated under this requirement, subject to funding and resource availability:

- a- Design and generation of digital filters to support automated chemical detection using the ASPECT airborne ACS (former MR254-AB) and RS800 IR sensors.
- b- Support of ASPECT related data analysis and IR reach back support during program deployments and/or responses. Due to the similarity of IR and GR spectral data processing, an additional focus of this work will include GR data processing method development and reach back support for radiological deployments/responses of the ASPECT aircraft using the RSI RX4 spectrometers.
- c- Coordinate program activities with the ASPECT program manager, as directed.
- d- Assist NDT personnel with ongoing IR spectrometer (Airborne Chemical Sensor, ACS) and line scanner sensor developments and Data Acquisition System (DAQ).
- e- Assist NDT in DAQ software development and overall sensor testing design, development of the channel enhanced IR line scanner, including Dewar/detector design and performance, radiometric conditioning of data and data/signal processing of collected data using the existing ASPECT IDL/ENVI data processing engine.
- f- Conduct site visits to the ASPECT aircraft to examine hardware. These trips will involve travel to Waxahachie, Texas or Ottawa, Kansas.
- g- Provide IR data processing development and support and provide results as directed.
- h- Assist in the generation of automated airborne chemical detection algorithms using background suppressed digital filtering/pattern recognition techniques. Specific activities will include generation of qualitative digital band pass filters and pattern recognition coefficients using ASPECT acquired background data and EPA laboratory generated blackbody and chemical data and participation in ongoing and enhanced chemical specific quantitative data processing methods. The contractor should anticipate that compounds will be developed using these qualitative and quantitative approaches using a list of required chemicals provided by EPA NDT. As part of this activity, the contractor shall coordinate with the TOM in data type and quantity requirements necessary to complete a given compound filter set. A sub-section of the data collection process will consist of controlled field test.

- i- Participate in controlled field tests, collecting and archiving field data. During these tests, the contractor will be required to work with any chemicals or in a hazardous work area
- j- Assist the ASPECT program in the development of synthetic digital filters using published IR reference spectra, developing and using novel, high efficiency processing methods including partial scan collection/analysis, two sided Interferogram analysis, and enhanced noise reduction methods.
- k- Utilize Linux operating system; all filter operations (signal processing, filter development, and pattern recognition development) shall be conducted on suitable computer systems using the Linux operating system. Final filter coefficient matrix files will be ported over to the EPA IDL/ENVI data processing engine. A current copy of IDL/ENVI will be used by the contractor in all subsequent actions with the processing engine.
- l- Collaborate with other members of the spectroscopy and data processing community in all phases of data processing development.
- m- Provide image data processing development and support
- n- Assist with maintaining and upgrading of software code utilized to provide automated geo-registration of aerial digital imagery and IR imagery. The ASPECT program currently uses an IDL/ENVI processing engine. All source code and compiled modules will be provided to the contractor.
- o- Provide radiological data processing development and support
- p- Assist in the generation of automated airborne radiological detection algorithms using the airborne RSI RX4 GR spectrometers. Specific activities will include porting all relevant DOE data processing methods into an IDL/ENVI format for inclusion in the airborne processing engine. Due to similarities in data structure, it is anticipated that many of the IR signal processing methods used by the program can be modified for application with radiological data. The contractor shall assist EPA in investigating novel methods of using digital filtering and pattern recognition to process data generated by the RSI RX4 spectrometers. All radiological filter/pattern recognition development programs shall be conducted on computer systems using the Linux operating system. Final filter coefficient matrix files will be ported over to the EPA IDL/ENVI processing engine.
- q- Provide data transmission and presentation development and support
- r- Assist in the maintenance and management of data transmission and presentation using an array of tools including but not limited to airborne satellite-based data services, FTP data repositories, FTP acceleration software methods, and Google Earth data programming/formatting methods.
- s- Provide chemical, image and radiological reach back support
- t- Provide expert scientific reach back support related to IR chemical detection, image processing and radiological data analysis during ASPECT deployments and/or responses. Reach back may take the form of remote analysis of data via FTP, email, and/or telephone conference calls or onsite participation for events such as natural disasters, large scale, emergencies, or special events deployments. Irrespective of the form of reach back, the contractor will not be required to enter hazardous zones and will not require participation in a medical monitoring program.

Task V. Operational Support

The contractor shall provide technical support for the development and updating of operational plans, communication, coordination and assistance agreements focused on OEM/NDT program preparations for responses to CBRN events and exercises. This work includes the gathering, evaluating and comparing of existing EPA and other federal, state, city and key local agencies or authorities concepts of operations, TTPs, and methodologies. These reviews shall be considered as an end-to-end sequence of essential operations. The following descriptions outline in more detail various tasks anticipated under this requirement, subject to funding and resource availability:

- a- Interact with the research community; facilitation of meetings.
- b- Evaluate and make recommendations on collaborative planning tools
- c- Support the development of NDT organizational and operational strategies.
- d- Perform data gathering and analyses of various tools and services to support the OEM/NDT program which may include providing assessment tools, administering the evaluation tools, compiling data and results, providing analyses of data, and developing documents and reports
- e- Provide support, make evaluations and recommendations to EPA OEM/NDT and OEI regarding the development or incorporation of collaborative planning tools both within the Agency as well as interacting with other agencies.
- f- Assess the current operational structure and make recommendations for OEM/NDT to improve communication and coordination of Agency partners in homeland security efforts.
- g- Provide Core National Approach to Response (Core NAR) support in the areas of collecting, evaluating, compiling, and organizing information related to Core NAR completion and documentation.
- h- Assist in the development, strategies, analysis, evaluation, recommendation, and production of guidance, techniques, tactics, and procedures that might be used in preparedness for an emergency.
- i- Assist with development of incident notification system and documentation
- j- Develop Standard Operating Procedure (SOP) for testing On-Call personnel including exercising contacts with other federal agencies and national labs.
- k- Develop secret room SOP, include weekend operations, secondary procedures and out posted staff.
- l- Develop Law Enforcement Intelligence Notification SOP
- m- Develop recommendations for criteria (including minimum training & experience) for NDT staff to be assigned at SSC during a response.
- n- Develop customized NDT chapters, quick reference guides and all check lists, audit forms and other forms for each chapter of the ER H&S Manual.
- o- Develop SOP for use and maintenance of initial response equipment, minimum set of PPE and equipment needed in the gear bag, and identify NDT staff that has gear bags.
- p- Develop a SOP to train and check on readiness of gear bags for emergency deployment.
- q- Create a vehicle list and use procedures for all vehicles and for specific vehicles as necessary. Include check out procedures, emergency use, other teams/regions using the vehicles, and maintenance.
- r- Review vehicle inventory and determine how many vehicles require a CDL to operate.

- s- Develop a document/product review process.
- t- Develop a strategic communication plan to effectively reach our customers.
- u- Develop a tracking system to record when, how, etc for each time NDT assists customers, including participation in NSSE operations.

Task VI. Information Management, Multi-Media Documentation and Development, and System Support

The contractor shall collect, evaluate, compile, organize, and verify various types of technical and resource information. This information may exist in diverse formats and contexts and may need reformatting as appropriate to ensure suitability for subsequent input into a shared access database with EPA, OEM and NDT members for both CBRN and hazardous substances contamination analyses, decontamination planning and disposal arrangement purposes as well as for crisis management support. The following descriptions outline anticipated IT and multi-media documentation efforts to be performed under this contract either concurrently or consecutively as resources allow:

- a- Collaborate closely with and assist EPA OEM, and NDT personnel to provide technical support for the Equipment Module, including telephone help desk support, analyses of problems identified by regional federal and warehouse contractor personnel, recommend potential solutions, and development of outreach materials
- b- Collaborate closely with and assist EPA OEM, and NDT personnel with an information portal, Decontamination Portfolio (Decon Portfolio) with associated databases, specialized information, and other tools. The contractor shall provide all the information and research in a form suitable for efficient, convenient, reliable, and shared electronic access and use through the portal and Decon Portfolio.
- c- Ongoing Decontamination Portfolio database management, input, and maintenance.
- d- Perform targeted technical literature searches including technical evaluations of new and existing methodologies, and techniques, tactics, and procedures (TTPs), related to extent of contamination analyses, decontamination sciences, disposal options and operations.
- e- Collect, evaluate, compile, and organize specific information regarding threat agents of concern to EPA according to appropriate categorical venues including, but not limited to, risk assessment, health and safety, sampling, decontamination and disposal strategies.
- f- Edit and/or prepare technical bulletins, reports, documents (e.g., technical papers and site-related deliverables), and presentations to support reporting of the NDT mission and activities.
- g- Collect, organize, format and input for distribution technical material such as reports, photos, slides, videotapes, audiotapes, CD-ROMs, CDs, DVDs, microfiche and other data for research and evaluation purposes. Arrange and implement inter-library loans.
- h- Evaluate and make recommendations for improvements to the IT and communications capabilities existent within EPA for suitability to modification and specialization to the NDT and OEM mission, as well as to enhance inter-agency coordination.
- i- Make evaluations and recommendations to EPA OEM/NDT regarding the development or incorporation of collaborative planning tools both within the Agency as well as for inter-agency use.

- j- Provide technical assistance to ensure that EPA OEM/NDT IT tools include a current web page with robust real-time updating capabilities by field personnel from various EPA components and other government agencies. The tool should also act as an IT platform for displaying all related information in a fully integrated manner.
- k- Provide support to obtain various forms of photo and video documentation of planning, preparedness and field operations including multi-format location and studio photography, processing and the production of color and/or black and white prints, slides, copy negatives and enlargements.
- l- Operate multi-media presentation equipment including slide projectors, video camera recorders, satellite downlinks, and other media presentation equipment.
- m- Provide video documentation of planning, preparedness and field operations including multi-format location and studio videography, concept and storyboard development, script preparation, editing, post-production work, and duplication of completed products.
- n- Provide real-time videography for common access in support of event coordination and management.

Task VII. Health and Safety and Quality Assurance

The contractor shall be required to evaluate each tasking for the applicability of environmental data collection quality assurance and quality control requirements. For those activities that apply the contractor shall follow the appropriate guidance as follows in part (a) of this task. Contractor personnel shall also satisfy all OSHA requirements for laboratory and field activity work during an NDT contractor deployment or task order. Services shall be provided in the following areas:

- a- Ensure that all activities performed meet NDTs health and safety requirements as outlined in applicable regulations and guidance documents such as 29 CFR 1910.120, EPA Standard Operating Safety Guides, U.S. EPA 140 Series for Occupational Health and Safety, OSWER Policy, OSWER Integrated H&S Practices: For Field Personnel. (information can be found at www.epa.gov)
- b- Assist in preparing and implementing a health and safety program for contractor personnel involved in work at uncontrolled hazardous waste sites per 29 CFR 1910.120/126 and EPA Standard Operating Safety Guides and Occupational Health and Safety 140 series.
- c- Provide all individual health, safety, and protective equipment for contractor personnel required to conduct field activities as outlined in Exhibit B.
- d- Develop SOP to assure out posted personnel inspect their respirator monthly. Implement procedure.
- e- Develop SOP for working under Regional site-specific H&S plan which includes the medical plan.
- f- Develop recommendations for EPA-wide policy on the use of MARK-1 type kits.
- g- Maintain records as required by 29 CFT 1910.120 for contractor and sub-contractor personnel during an NDT deployment.
- h- Provide necessary background information, content review, and recommendations for the development of Occupational Health and Safety SOPs in accordance with 29 CFR 1910.120 response activities and for site-specific health and safety plans, decontamination of equipment, personnel safety, and monitoring.

- i- Develop and maintain quality assurance measures, including SOP's, for field activities consistent with Agency requirements as stated in EPA QA/R-5 and OSWER Directive #9360.4-01 as provided by the government. (information can be found at www.epa.gov)
- j- Provide technical options and recommendations to support development of QA Technical Bulletins.
- k- Improve existing Quality Assurance/ Quality Control (QA/QC) methods for ensuring the progress of decontamination activities.
- l- Develop a QA/QC plan that will ensure satisfactory performance of all decontamination related operations and end-points.

VIII. DELIVERABLES

For the contract, the contractor shall provide monthly progress reports depicting all activities performed the current month, activities planned for the next month and a financial statement depicting current month's expenditures, cumulative expenditures and budget. The report shall be delivered to the Project Officer and Contracting Officer in .PDF format via email.

Additional deliverables will be specified in task orders. They include but are not limited to the following:

1. Bi-Weekly Progress Updates
2. Decontamination Technology Research Reports
3. Preliminary and Final Data Analyses Reports
4. Technology Review and Assessment Reports
5. Preparedness and Response Plans
6. Concept of Operations Plans
7. Data Summaries
8. Risk Analyses and Communications Plans
9. Engineering Reports, Drawings, Surveys and Maps
10. Cost Analyses Documents
11. Technical Bulletins and/or Pamphlets
12. Public Communication Bulletins and/or Pamphlets

The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the contracting officer or contracting officer's representative. The Government will make all final regulatory, policy, and interpretive decisions resulting from contract-provided technical support under this contract and make the final decision on all contractor-provided recommendations. The contract shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of

deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to EPA under this contract, absent express written advance approval from EPA's Office of General Counsel.

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g; answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA officials.

HOTLINES

All responses to inquiries shall contain EPA approved information. At no time shall contractor staff respond with opinions, whether they be the personal opinions of the contractor staff members, the opinions of the contractor as a corporate entity, or the personal opinions of government officials or representatives who have assisted in providing the response. Contractor shall be especially alert to insure that opinions concerning EPA policy and policy interpretations of statutes or regulations are not part of any response to persons seeking assistance. Any information request, especially involving legal, policy interpretations and/or a highly technical response that cannot be answered readily from EPA approved materials shall be referred to the appropriate EPA personnel to obtain a response. Information requests which are forwarded to EPA personnel will be documented, along with the response, in the Weekly Report or other report designated by the Government. The Government shall furnish the contractor with a list of subject-matter contacts within EPA (including the regions, where appropriate) to consult when researching answers to questions. The contractor shall maintain this list and shall provide questions. The contractor shall maintain this list and shall provide the Project Officer with an updated contact list upon contact list request and at the conclusion of the contract.

Exhibit A

ACRONYMS

ARARs Applicable or Relevant and Appropriate Requirements

CAA Clean Air Act

CBRN Chemical, Biological, Radiological, Nuclear, and Explosive

CERCLA Comprehensive Environmental Response, Compensation, and Liability Act
Of 1980

CERCLIS Comprehensive, Environmental Response, Compensation & Liability System

CFR Code of Federal Regulations

CLP Contract Laboratory Program

CO Contracting Officer

COR Contracting Officer's Representative

CT Counter Terrorism

CWA Clean Water Act

EOC Emergency Operation Center

EPA Environmental Protection Agency

ERNS Emergency Response Notification System

GIS Geographical Information System

H&S Health and Safety

ICS Incident Command System

NCP National Oil and Hazardous Substances Pollution Contingency Plan

NDT National Decontamination Team

NTA Non-Traditional Agent

OPA Oil Pollution Act

OPP Oil Pollution Prevention

OSC On-Scene Coordinator

OSHA Office of Safety and Health Administration

OSWER Office of Solid Waste and Emergency Response

PPE Personal Protection Equipment

QA Quality Assurance

QAPP Quality Assurance Project Plan

QC Quality Control

RCRA Resource Conservation and Recovery Act

SARA Superfund Amendments and Re-authorization Act

SPCC Spill Prevention Controls and Countermeasures

UC Unified Command

WMD Weapons of Mass Destruction

Exhibit B

PERSONAL PROTECTIVE EQUIPMENT TYPES BY LEVELS

Personal Protection Equipment requirements are determined by the *NIOSH/OSHA USCG/and the EPA Occupational-Safety and Health Guidance Manual for Hazardous Waste Site Activities*, issued in October 1985. Additional guidance is given in EPA Standard Operating Safety Guides, Publication 9285.1-03, dated June 1992. These guidance documents, or their updated versions will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to be supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the Health and Safety Plan (HASP).

In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

1. LEVEL A ^{1,2}

- Pressure-demand, 4500 psi self contained breathing apparatus (MSHA/NIOSH approved)
- Fully encapsulating chemical-resistant suit
- Coveralls*
- Underwear, long cotton underwear*
- Gloves (outer), chemical-resistant
- Gloves (inner), chemical-resistant
- Boots, chemical-resistant, steel toe and shank (Depending on suit boot, worn over or under suit boot)
- Hard hat* (under suit)
- 2-way radio communications (intrinsically safe)
- Disposable protective suit, disposable gloves, and disposable boots* (Worn over fully Encapsulating suit)

2. LEVEL B

- Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
- Chemical-resistant clothing (coveralls and long sleeve jacket; coveralls; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant coveralls)
- Coveralls*
- Gloves (outer) chemical-resistant
- Gloves (inner) chemical-resistant
- Boots (outer) chemical-resistant, steel toe and shank

- Boots (outer) chemical-resistant (disposable)*
- Hard hat (face shield*)
- 2-way radio communication (intrinsically safe)

3. LEVEL C

- Full-face, air purifying respirator (MSHA/NIOSH) approved)
- Chemical-resistant clothing (one piece coverall; hooded, two piece chemical splash suit; chemical resistant hood and apron; disposable chemical resistant coveralls)
- Coveralls*
- Gloves (outer) chemical-resistant
- Gloves (inner) chemical-resistant
- Boots, steel toe and shank, chemical-resistant
- Boots (outer) chemical-resistant (disposable)*
- Hard hat (face shield*)
- Escape mask*
- 2-way radio communications (intrinsically safe)

4. LEVEL D

- Coveralls
- Gloves
- Boots/shoes, safety or chemical-resistant steel toe and shank
- Boots (outer) chemical-resistant disposable*
- Safety glasses or chemical splash goggles*
- Hard hat (face shield)*
- Escape mask*

Notes:

1. Must also meet the NFPA Standard 1991 as amended in 1994 (and as subsequently updated).
 2. Contractors shall maintain an adequate supply of Level A protective gear for both industrial chemical and chemical and biological warfare agent responses.
- * Optional at the discretion of the OSC or RPM.

+

Attachment 2

Invoice Preparation Instructions

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number A1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number.

If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) Invoices on contracts with option periods shall uniquely identify the option period in the invoice number. Base period invoices shall start with the letter 'A'; option period one invoices shall start with the letter 'B'. This lettering system shall continue for all invoices. Invoice number A1 will be the first invoice for the base period of the contract.
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) Articles and Services - insert the following: "For detail, see

Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher.

Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice. Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied. Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed. Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price.

Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

Attachment 3

Site Specific Invoicing

SITE SPECIFIC INVOICING REQUIREMENTS

August 10, 2004

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the s/s detail attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for : current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; ie **C123R1**, *(if it requires more than one reclaim, invoices are to be numbered: C123R2, C123R3 etc.)*. Corrections to the site attachment of previously paid invoices shall be submitted on a separate site attachment, referencing the previous invoice number. The corrected site attachment shall be sent directly to the EPA Project Officer for review. The EPA Project Officer will forward the corrected site attachment to RTP Finance Center after approval. All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", ie **B117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", ie **D146X**. For example:

<i>Voucher purpose</i>	<i>Original voucher</i>	<i>Reclaim suspended costs</i>	<i>Indirect cost rate adjustments</i>	<i>Audit adjustments</i>
<i>Voucher number</i>	<i>C123</i>	<i>C123R1, C123R2..</i>	<i>B117Z</i>	<i>D146X</i>

Invoices on contracts with option periods shall uniquely identify the option period in the invoice number. Base period invoices shall start with the letter "A"; option period one invoices shall start with the letter "B". This lettering system shall continue for all invoices. In the example above, invoice numbers C123, C123R1 and C123R2 are billing for charges in option period two. Invoice number B117Z is the appropriate invoice number to use for indirect cost rate adjustments in option period one. Invoice number D146X is the appropriate invoice number to use for audit adjustments in option period three.

Invoices shall also include the following information:

1. A cost element summary that summarizes all the current costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.

2. On the site specific detail attachment (***S/S Attachment***) for all invoices, the cost is separated into the following categories:

- ☐ Sites with an EPA SSID, e.g. "01X3," "Z103" or "G1XE" one line per site should be used; [*See description at item 2 page 3*].
- ☐ Superfund sites without an EPA SSID, e.g. "ZZ," one line per site should be used; (only used with Superfund sites)
- ☐ Non-site-specific costs for the whole contract and project support costs incurred on each multi-site work assignment, one line per work assignment;
- ☐ Non-Superfund costs, as applicable, one line item.

Note that charges on the invoice paid with Superfund accounts with WQ as the 3rd and 4th digit are required to be moved to an appropriate SSID, "ZZ", or 00 account.. All charges to an OIL appropriation ("HR") with an site number starting with Z and ending in 00 are required to be moved to an appropriate SSID .

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve work assignments may submit a separate page for each work assignment [applying the same format] if so directed by the EPA project officer. The contractor shall use the invoice **s/s attachment** to record current monthly charges and indirect rate/audit adjustments. Adjustments to previously invoiced costs shall be documented on a separate S/S attachment and forwarded to the EPA Project Officer for approval. The EPA Project Officer will forward the approved S/S attachment for previous invoices to RTP Finance Center.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause." to the Research Triangle Park Finance Center (RTP-FC).

1. At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in Clause within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FC at (919)541-0052. Questions regarding Annual Allocation should be directed to the **Office of Financial Management at (202)564-4984.**

EXPLANATION OF EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the four categories of site/non-site charges: ***Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; and non-Superfund costs.*** For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

Column (Optional) Technical Direction Document (TDDs) or Work

1

Assignment Number (WA) - The full WA number is provided by the applicable EPA contract manager, ie. the Work Assignment Manager. If the contractor is providing a separate page for each WA, the WA number may be placed in the upper left corner. Otherwise the work assignment or TDD numbers must be placed in this column.

2 **Region/SSID-** This four-digit code, i.e. ***01X3*** or ***A1X3***, consists of:

a. The first digit will be a ***“0” ZERO***, unless the region exceeds the use of two-digit sites; then the first digit will be an ***alpha, ie. “A”, “B”, “V”, “Z”***. Thus the SSID will be ***A1X3***;

b. The second digit is the regional identifier, i.e. one (1) for Region I, two (2) for Region II etc. and zero (0) for Region X,

c. The third and fourth digits, representing the sites, are the last two digits of the four- digit SSID (***see 2.a***).

*Example, if Region I sites **did not exceed** two digits, the Region/SSID will be **01X3**; however, if Region I sites **exceeded** the two digits, the Region/SSID will be **A1X3**. OIL sites use the letters “V” and “Z”.*

3 **Action Code** - Starting with FY96 funding, a two-digit action code must

be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the work assignment (WA) or the technical direction document (TDD). However, for FY95 funding and before, the one-digit activity code may be used. (***Note- For FY 1995 and prior, it was called ‘activity’ code; from FY 1996 and forward, it will be called ‘action’ code***). This code is not used with OIL sites.

4 **Operable Unit** - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any alpha/numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, ie Work Assignment Manager, Project Officer...etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA. This code is not used with OIL Sites. If there is no operable unit for a Superfund site, 00 should be the default.

5 Site Name or Non-site Description - The name of the site, up to 28 characters. *When the site name exceeds 28 characters, use the first 28.* **NOTE:** For non-site-specific activities, use this column to briefly describe the non-site activity.

6 Action Sequence Number(Cost Organization Code)- The four-digit code used to represent the activities performed will be provided by the WAM/Project Officer on the Work Assignment (WA) or Technical Directive Document (TDD). This code is required for all Superfund costs (site-specific and non-site-specific).

7 IFMS line Reference - Column shall be left blank unless directed by the Project Officer (PO) or Contracting Officer Representative (COR) to pre-fill in the IFMS line reference. If not directed by the PO or the contractor does not have the IFMS line reference number, this column shall be left blank and the PO or COR will insert this information. This three-digit line reference is found in the Electronic Payment System (EASY), the EPA Financial Data Warehouse or on the Invoice Approval Form (255019T) . The PO or COR will verify the line reference number if pre-filled by the Contractor.

8 Invoice Number/Legend - For corrections, insert the invoice number referencing the original charge for which the correction is being made . An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine (9) must always be zero "00." This is only to be used with example number 2.

9 Current/Adjustment Amount - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. Charges should be sorted by appropriation and SSID's must be sorted by region and site within each region.

10 Cumulative Charge - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID.

Incurring and claimed charges should be listed and subtotaled on the **S/S Attachment** by row sequential order.

Row Title

1 Sites W/SSID; Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, ie WAM, TDD or Project Officer (PO).

2 Superfund Sites W/O SSID; Costs associated with Superfund site-specific work where no SSID has been established “ZZ” accounts. Once the SSID is established, all “ZZ” costs associated with that site should be reclassified (adjusted from the “ZZ” to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only ***Previous Invoice Site Correction*** must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Finance Center for cost redistribution.

3 Non-site Superfund; Superfund non-site-specific costs.

Contract-wide Program Management - Technical and Administrative;

For those contracts requiring separate identification of technical and administrative program management *such as* ARCS. the respective amounts should be delineated in compliance with instructions provided either by the contract or WA. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the ***Regional/Remedial Service Center, Superfund/RCRA Regional Procurement Operations Division, Office of Acquisition Management (OAM)*** at **(202) 564-4712.**

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management- Administrative."

Work Assignment Project Support; this line(s) shall include non-site-specific project support and management incurred with individual multi-site work assignments. The contractor should note that these costs should also be allocated to the sites under each respective work assignment as part of the annual allocation process. For further Guidance on annual allocation, contact the **Office of Financial Management at (202)564-4984.**

Other Non-Site-specific Activities; If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (***Site Name/Non-site description***). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program- wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and

guidance for further details or contact the **Office of Financial Management** at **(202)564-4984**.

4 Non-superfund; All non-Superfund costs invoiced should be reported on the s/s attachment by appropriation such as RCRA...etc. These costs must be sorted by TDD/WA within each appropriation; as directed by the project officer.

5 Total Invoice Amount; This amount is the total of the costs listed in column 9, "Current/Adjustment Amount", i.e., the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

Previous invoice site corrections; *This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments.* Only corrections or adjustments of site costs charged to previous invoices shall be listed. The subtotal for all corrections or adjustments should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment. Current charges and corrections to previous invoices should never be co-mingled, see example #2.

NOTES TO SITE ATTACHMENT:

- ☐ Provide one line per site or activity, sorted alpha/numerically and by Region.
- ☐ Page Formatting: **Upper Left Corner** - Contract Number, Delivery Order Number (if applicable), Invoice Number, and Work Assignment (optional). **Upper Right Corner** - Contractor Name and Invoice Period of Performance. **Bottom Left Corner** - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the s/s attachment if it could not be provided on the bottom left corner. **Bottom Right Corner** - Page number for the attachments, i.e. Page 1 of 7, 2 of 7, ...etc. **Font** - Should be no smaller than a 10 (This is a 10)

S:\dyn ISCLIB\ISC\surfshop_projects\rdp60019\docs\client_text\120705\SSINREQ3.wpd

EXHIBIT I

SITE SPECIFIC DETAIL ATTACHMENT CONTRACT #: EP-W1-1234 INVOICE #: B151

DELIVERY ORDER #: _____ CONTRACTOR NAME: ABC COMPANY WORK

ASSIGNMENT# _____ INVOICE PERIOD OF PERFORMANCE: 04/27/2004-

05/26/2004

Sort by Appropriation, Region and by Site #1	#2	#3	#4	#5	#6	#7	#8	#9	#10	
Cost Categori es	(Optiona l) TDD/W A #	Regional SSID (4 posi)	Action Code (2 Pos)	Operabl e Unit (2 Pos)	Site Name Non-Site Descripti on	Action Seq. # (Cost Org.Cod e) (4 pos)	IFMS line Referenc e (3 Pos)	Invoice # legend	Current/ adjustment Amount	Cum ulativ e Char ge
1. SITES WITH SSID										
Superfun d	0-054	01X3	RD	02	HATHA WAY AND PATER.	C001	AAA	9,343.12	17,193.00	
0-074	0131	RD	01	BAIRD AND MCGUI RE	C001	AAA	13,425.51	21,425.51		
0-014	02G2	RD	02	UPPER DEERFI ELD LF	C008	ABA	40.00	853.00		
0-018	028E	RD	01	ZSCHUE GBER SITE	C006	ABA	35.60	8,822.51		
0-024	024T	RD	01	MONRO E BURN SITE	C007	ABA	3,076.19	24,298.39		
0-015	035Z	RD	00	EAST 10TH STREET SITE	C018	ACA	100.00	10,485.45		
0-029	03BY	RD	02	LEHMA N MTBE	C012	ACA	8,025.26	24,761.51		
0-032	03AT	RD	00	VIENNA WELLFI ELD	C216	ACA	10.00	602.85		
S/F SUBTOT AL	SUBTOT AL	34,055.68	108442.2 2							
OIL	0-304	Z6AA	n/a	n/a	AA OIL Spill	n/a	ADA	1000.00	1000.00	
OIL SUBTOT AL	SUBTOT AL	1000.00	1000.00							

2 S/F SITES WITHOUT SSID	0-010	01ZZ	RA	00	XYZ POND SITE	C003	AAA	104.49	488.57
0-007	03ZZ	RA	00	PD DUMP SITE	C001	ABA	40.00	40.00	
0-011	03ZZ	RA	00	RAU AREA SITE	C001	ABA	10.00	4,703.04	
0-040	03ZZ	RA	00	LKP BURN SITE	C001	ABA	8,834.30	66,152.35	
0-039	04ZZ	RA	00	TIS SITE	C001	ADA	10,782.91	50,529.91	
0-073	04ZZ	RA	00	IOU BLANCHURE SITE	C001	ADA	25,664.95	25,664.95	
SUBTOTAL	SUBTOTAL	45,436.65	148,068.23						
3. NON-SITE A) CONTRACT WIDE PROGRAM MANAGEMENT -- MOBILIZATION --TECHNICAL -- ADMINISTRATIVE -- EQUIPMENT B) WA PROJECT SUPPORT C) OTHER NON- SITE SPECIF ACTIVITIES: -- SITE SUPPORT --PROGRAM SUPPORT D) BASE FEE E) AWARD FEE SUBTOTAL									
	0-005	0100	BM	00	PROG. SUPPORT TRANSITION	C001	ABB	6,972.51	468,482.78
SUBTOTAL	SUBTOTAL	6,972.51	468,482.78						
SUB-TOTAL	87,464.84	712,414.25							
4. Other charges	0-999	n/a	n/a	n/a	RCRA Support	ADD	1,541.43	093.83	
5. TOTAL INVOICE	TOTAL	89,006.27							

Attachment 4

Quality Assurance Project Plan

DATS II Quality Assurance Requirements

EPA Agency-wide Quality System Documents can be found at the following websites:

EPA QA/R-2, EPA Requirements for Quality Management Plans, March 2001, or most recent revision.

http://www.epa.gov/quality/qa_docs.html

EPA QA/R-5, EPA Requirements for Quality Assurance Project, March 2001 or most recent revision.

http://www.epa.gov/quality/qa_docs.html

The three Technical Information Bulletins (TIB) which provide updates to this guidance can be obtained at:

<http://www.epa.gov/oam/srpod/index.htm#solam>

ATTACHMENT 5

MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary

and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed.

The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals.

This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1)a list of the company's past and public clients;
- (2)a description of the type(s) of work that was performed and any other pertinent information;
- (3)a list of the past sites (when applicable) a contractor has worked on;
- (4)a list of site name(s) (when applicable) related to any work performed; and
- (5)the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company*s records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the

preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Technical Direction Document (TDD), or Task Order (TO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its TDD/TO certification within 20 days of receipt of the work from EPA.

NOTE: TDD/TO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for TDD/TO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a TDD/TO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that

may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 6

NSI Handbook

Please find below the website link to National Security Information Handbook mentioned in section H.49 “Security Clearance” of the RFP.

**[http://nepis.epa.gov/Exe/ZyNET.exe/P10042O1.TXT?ZyActionD=ZyDocument&Client=EPA&Index=2006+Thru+2010&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D % 3A % 5Czyfiles % 5CIndex % 20Data % 5C06thru10 % 5CTxt % 5C00000008 % 5CP10042O1.txt&User=ANONYMOUS&Passwo
rd=anonymous&SortMethod=h % 7C-
&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425
&Display=p % 7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDe
sc=Results % 20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL](http://nepis.epa.gov/Exe/ZyNET.exe/P10042O1.TXT?ZyActionD=ZyDocument&Client=EPA&Index=2006+Thru+2010&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C06thru10%5CTxt%5C00000008%5CP10042O1.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL)**